

LABOR MANAGEMENT
AGREEMENT
BETWEEN
ASSOCIATION OF
CIVILIAN TECHNICIANS
AND
THE TENNESSEE
AIR NATIONAL GUARD



25 July 2002

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	GLOSSARY.....	**
	PREAMBLE AND UNIT DESIGNATION.....	i-ii
1	GENERAL PROVISIONS.....	1
2	LABOR MANAGEMENT RELATIONS.....	2
3	IMPACT AND IMPLEMENTATION BARGAINING.....	5
4	WAGE SURVEYS.....	6
5	LABOR ORGANIZATION REPRESENTATION.....	7
6	OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES.....	10
7	LEAVE/EXCUSED ABSENCE.....	13
8	NEW TECHNICIAN ORIENTATION PROCEDURES.....	17
9	PERIODIC INFORMATION BRIEFING.....	18
10	DISCIPLINARY AND ADVERSE ACTION.....	19
11	UNFAIR LABOR PRACTICE NOTIFICATION.....	26
12	EQUAL EMPLOYMENT OPPORTUNITY.....	27
13	HEALTH AND SAFETY.....	29
14	MERIT PALCEMENT PROCEDURES.....	32
15	TRAVEL AND TEMPORARY DUTY.....	38
16	TECHNICIAN ASSISTANCE PROGRAM.....	40
17	TECHNICIAN DEVELOPMENT AND TRAINING.....	41
18	PERFORMANCE APPRAISAL SYSTEM.....	43
19	GRIEVANCE PROCEDURES.....	51

20	ARBITRATION.....	58
21	REDUCTION IN FORCE.....	61
22	JOB DESCRIPTION.....	65
23	COMPENSATORY TIME.....	68
24	FLEXIBLE WORK SCHEDULE.....	69
25	SUGGESTIONS AND AWARD PROGRAM.....	70
26	STANDBY/ON-CALL STATUS.....	72
27	HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL PAY.....	73
28	LABOR ORGANIZATION ADMINISTRATION.....	81
29	DURATION AND CHANGES TO AGREEMENT.....	83
30	DUES DEDUCTION AND REVOCATION.....	85
31	UNIFORMS.....	87
32	DAYCARE.....	88
33	RIDESHARING.....	89
34	MEDICAL SURVEILLANCE PROGRAM.....	90
35	LABOR MANAGEMENT MEETINGS.....	91
36	INFORMATION.....	92

GLOSSARY

1. **Administrative Leave:** An excused absence from duty administratively authorized without loss of pay and without charge to leave.
2. **Adverse Action:** Suspension, removal, and/or change to lower grade.
3. **Agency:** The Tennessee National Guard.
4. **Allegation:** An assertion made without proof
5. **Amendment:** Modifications of the Basic Agreement to add, delete or change portions, sections, or Articles of the Agreement.
6. **Arbitration:** Final step of the negotiated grievance procedure, which may be, invoked by the agency or the Labor Organization (not the technician) if the grievance has not been resolved. Involves use of an impartial arbitrator selected by the agency and Labor Organization to render a binding award to resolve the grievance.
7. **Authority:** The Federal Labor Relations Authority.
8. **Collective Bargaining:** The performance of the mutual obligation of the representative of an agency and the exclusive representative of technicians in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in good-faith effort to reach agreement with respect to the conditions of employment affecting such technicians and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

9. **Collective Bargaining Agreement:** A written agreement between management and labor organization which is usually for a definite term, and usually defines conditions of employment, and includes grievance and arbitration procedures. The terms "collective bargaining agreement" and "contract" are synonymous.

10. **Condition of Employment:** Personnel policies, practices, and matters: whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices and matters:

- a. Relating to prohibited political activities;
- b. Relating to the classification of any position or
- c. To the extent such matters are specifically provided for by Federal statute.

11. **Confidential Technician:** An technician who acts in a confidential capacity with respect to an individual who formulates -or effectuates management policies in the field of labor-management relations.

12. **Counseling:** A friendly business-like exchange of information guided by the supervisor. It is a private matter between the technician and his/ her supervisor and has the specific purpose of improving the technician's conduct or knowledge of a particular subject; it is not a disciplinary action.

13. **Disciplinary Action:** Oral admonishments (which means. a private &-disciplinary action which notifies an technician to desist from a certain course of action) or a letter of Reprimand.

14. **Dues:** A regular fee or assessment to members of the Labor Organization.

15. **Technician:** An individual employed by the Agency.

16. **Agency (Agency):** The Adjutant General, Tennessee National Guard.

17. **Exclusive Representative:** The Labor Organization, which is certified as the exclusive representative of technicians in an appropriate unit of the Agency pursuant to Section 7111 of 5 USC.
18. **Fire Fighter:** Any technician engaged in the performance of work directly connected with the control and extinguishing of fires or the maintenance and use of fire fighting apparatus and equipment.
19. **Grievance:** Any complaint:
- a. By any technician concerning any matter relating to the employment of the technician(s)
 - b. By any Labor Organization concerning any matter relating to the employment of any technician; or
 - c. By any technician, Labor Organization or agency concerning,
 - (1) the effect or interpretation, or a claim or breach, of a collective bargaining agreement; or ,
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
20. **Human Resources Officer (HRO):** The designee of the Adjutant General assigned the responsibility to carry out all technicians' personnel functions.
21. **Impasse:** That point in the negotiation of conditions of employment at which the parties are unable to reach agreement, notwithstanding their efforts to do so by direct negotiations and by the use of mediation or other voluntary arrangements for settlement.
22. **Investigate:** To search or inquire into systematically.

23. **Labor Organization:** An organization composed in whole or in part of technicians, in which technicians participate and pay dues, and which has a purpose the dealing with an agency concerning grievances and conditions of employment, but does not include;

a. An organization which, by its constitution, bylaws, tacit agreement among its members, or otherwise, denies membership because of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition; An organization which advocates the overthrow of the constitutional of the government of the United States;

a. An organization sponsored by the agency or

b. An organization which participates in the conduct of a strike against the Government of any agency thereof or imposes a duty or obligation to conduct, assist, participate in such a strike.

24. **Management Official:** An individual employed by the Agency in a position where the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

25. **Negotiate:** The bargaining process used to reach an agreement between labor and management over conditions of employment.

26. **Negotiability Dispute:** A disagreement between the parties as to the negotiability of an item or subject proposed to be negotiated by either Party.

27. **Official Time:**

a. Any technician representing an exclusive representative in the negotiation of a collective bargaining agreement under this chapter shall be authorized official time for such purposes, including attendance at impasse proceeding, during the time the technician otherwise would be in a duty status. The number of technicians for whom official time is authorized under this

subsection shall not exceed the number of individuals designated as representing the agency for such purposes.

b. Any activities performed by a technician relating to the internal business of a Labor Organization (including the solicitation of membership, elections of Labor Organization officials, and collection of dues) shall be performed during the time the technician is in a nonduty status.

c. Except as provided in subsection (a) of this section, the Authority shall determine whether any technician participating for, or on behalf of, a Labor Organization in any phase or proceedings before the Authority shall be authorized official time for such purpose during the time the technician otherwise would be in a duty status. Except as provided in the preceding subsections of this section

(1) any technician representing an exclusive representative, or

(2) in connection with any other matter covered by this chapter, any technician I in an appropriate unit represented by an exclusive representative, shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest.

28. Other Duties Assigned: Duties that are not routine or not in the Position description.

29. Professional Technician:

a. A technician engaged in the performance of work-

b. (1) requiring knowledge of an advanced type in a field or science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by general

academic education, or from an apprenticeship, or from training in the performance of routine, mental, manual, mechanical, or physical activities);

(2) Requiring the consistent exercise of discretion and judgment in its performance;

(3) which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work); and

(4) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or

An technician who has completed the courses of specialized intellectual instruction and study described in subparagraph (a) (1) of this paragraph and is performing related work under appropriate direction or guidance to qualify the technician as a professional technician described in subparagraph (a) of this paragraph.

30. Promotion: A change of an technician to a higher grade when both the old and new positions are under the same job classification system and pay schedule, or to a position with higher pay in a different job classification system and pay schedule.

31. Reduction in Force (RIF): A reduction in force occurs when a technician is released from his/her competitive level by separation, change to a lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician because of lack of work, shortage of funds, reorganization or the exercise of employment or restoration.

32. Representation:

a. A Labor Organization, which has been accorded exclusive recognition, is the exclusive representative of the technicians in the unit it represents and is entitled to act or, and negotiate collective bargaining agreements covering, all technicians in the unit. An exclusive

representative is responsible for representing the interests of all technicians in the unit it represents without discrimination and without regard to Labor Organization membership.

b. An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at –

(1) any formal discussion between one or more representatives of the agency and one or more technicians in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(2) any examination of an technician in the unit by a representative of the agency in connection with an investigation if (a) the technician reasonably believes that the examination may result in disciplinary action against the technician; and (b) the technician requests representation.

33. Supervisor: An individual employed by the agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove technicians, to adjust their grievances, or to effectively recommend such action, if the exercise of this authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term supervisor includes only those individuals who devote a preponderance of their employment time to exercising such authority.

34. Steward: An elected or appointed Labor Organization member who represents the interests of the Labor Organization and members covered by the Labor Management Agreement.

35. Unfair Labor Practice (ULP) A violation by an Agency or Labor Organization of any of the items listed in 5 USC 7116.

36. **Warning:** Not a disciplinary action -- more serious intent than counseling because along with a business-like exchange of information is a warning that disciplinary or adverse action may result if the problem is not corrected.

37. **Written Reprimand:** A disciplinary action, which makes a technician aware of violation (e.g. improper attitude, violation of Agency rules). It can be issued when counseling, warning, and oral admonishing prove ineffective.

PREAMBLE

1. Pursuant to the policy set forth in Public Law 95-454, and subject to all current and future applicable statutes and regulations. The parties agree that the following articles constitute an agreement by and between The Adjutant General, Tennessee Air National Guard, hereinafter referred to as the Agency, and Tennessee Air Chapter, Association of Civilian Technicians, hereinafter referred to as the Labor Organization.

2. This Agreement identifies the mutual covenants of the parties hereto, which have the intention and purpose to:

(a) promote and improve the efficient administration of the Federal service and the well-being of technicians within the meaning of PL 95-454.

(b) provide the highest degree of efficiency and productivity necessary to carry out the mission of the Tennessee Air National Guard .

(c) to establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of The Adjutant General.

(d) to provide means for amicable discussion and adjustment to matters of mutual interest.

(e) promote technician communications and information of personnel policy and procedures.

3. The State Chairman will represent all local Chapter Presidents in dealings with the Tennessee National Guard Human Resource Office and the State Labor Relations Specialist. This does not preclude Chapter Presidents from dealing with the HRO or the State Labor Relations Specialist for their own local issues.

4. ACT Chapter #114 (Smoky Mountain Chapter) shall represent bargaining unit members at both McGhee Tyson and Chattanooga bases. ACT Chapter #115 (Pyramid on the River) shall represent bargaining unit members of the 164th. ACT Chapter #116 (Music City Chapter) shall represent bargaining unit members of the 118th and bargaining unit members at Houston Barracks.

ARTICLE 1

GENERAL PROVISIONS

Section 1-1 BARGAINING UNIT:

The Association of Civilian Technicians is the exclusive representative for all bargaining unit members employed by the Tennessee Air National Guard, with the exception of management officials, supervisors, professional technicians and technicians described in 5 USC Section 7112 (b) (2), (3), (4), (6), and (7).

Section 1-2 CONTRACT ENFORCEMENT:

The Labor Organization and Agency recognize the joint responsibility for the administration and enforcement of this agreement. The parties agree not to harass, coerce, reward, or encourage technicians to violate this agreement.

Section 1-3 CONTRACT DISTRIBUTION:

1. The Labor Organization will be provided two hundred fifty (250) hard copies and five (5) disk copies not later than sixty (60) days after the effective date of the agreement.
2. The contract will be on the ANG LAN at each base and accessible to all technicians no later than sixty (60) days after the effective date of the contract.

Section 1-4 CONTRACT PROVISIONS TRAINING:

The parties agree that there shall be training sessions with the technicians for the purpose of allowing them to become familiar with the intent and spirit of the contract.

ARTICLE 2

LABOR MANAGEMENT RELATIONS

Section 2-1 MANAGEMENT RIGHTS / RESPONSIBILITY:

1. In accordance with the Civil Service Reform Act, Public Law 95-454, nothing in this Agreement shall affect the authority of any management official of the Agency:
 - a. To determine the mission, budget, organization, number of technicians, and internal security practices of the agency, and
 - b. In accordance with applicable laws-
 1. to hire, assign, direct, layoff, and retain technicians in the unit, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such technicians;
 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted.
 3. with respect to filling positions, to make selections for appointments from-
 - (a) among properly certified candidates for promotion; or
 - (b) any other appropriate source; and
 4. to take whatever actions may be necessary to carry out the mission of the Agency during emergencies.
2. Nothing in this section shall preclude any agency and any Labor Organization from negotiating
 - (1) at the election of the agency, on the numbers, types, and grades of technicians or positions assigned to any organizational subdivision, work project, or tour of duty, on the technology, methods, and means of performing work;
 - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for technicians adversely affected by the exercise of any authority under 5 USC Chapter 71 section 7106 by such management officials.

Section 2-2 RIGHTS OF THE LABOR ORGANIZATION:

1. All rights of Labor Organization representation and duties shall be in accordance with Chapter 1 of Title 5, U.S. Code, Section 7114 to include any future amendments, modifications, or supplements.
2. The Labor Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering all technicians in the bargaining unit. The Labor Organization is responsible for representing the interests of all technicians of the bargaining unit it represents without discrimination and without regard to Labor Organization membership.
3. An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives concerning any grievance, or any personnel policies or practices, or other general conditions or employment.
4. 5 USC 7114 (a) (2) (b) states "any examination of an employee in the unit by a representative of the agency in connection with an investigation if-
 - (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (ii) the employee requests representation." If the technician requests labor Organization representation no further questioning will take place until a representative is present.

Section 2-3 RIGHTS OF TECHNICIANS:

1. A Tennessee Air National Guard Technician has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Labor Organization or to refrain from any such activity,

and each technician shall be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Labor Organization extends to participation in the management of the Labor Organization and acting for the Labor Organization.

2. Recognition of the Labor Organization does not preclude a technician regardless of whether he is in a unit of exclusive recognition from exercising grievance or appellate rights established by law or regulations, or from choosing his own representative in a grievance or appellation action, except when presenting a grievance under this negotiated agreement.

3. Nothing in this agreement shall require a technician to become or to remain a member of the Labor Organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

ARTICLE 3

IMPACT AND IMPLEMENTATION BARGAINING

Prior to implementation of changes adversely affecting the members of the bargaining unit, management will notify the Labor Organization in writing regarding the impact of the event(s). When the agency desires to implement changes of rules and regulations, the Labor Organization shall be given advanced notice of twenty-five (25) workdays and the opportunity to bargain prior to implementation. Lack of written response by the Labor Organization within ten (10) workdays will constitute acceptance of condition change.

ARTICLE 4

WAGE SURVEYS

Section 4-1. It is agreed that the Agency shall notify the Labor Organization upon receipt of an official notification from higher authority of any full-scale local wage survey. Participation by the Agency in such a survey will be in accordance with the guidelines contained in the Federal Personnel Manual (FPM), Chapter 532.

Section 4-2. The Agency will grant a reasonable amount of administrative leave to one official of the Labor Organization to present testimony to the local wage survey committee. Technicians involved in the official conduct of the survey will be in a duty status.

3. When ACT is designated as the lead Labor Organization, the Labor Organization will furnish appropriate personnel for the Wage Survey.

ARTICLE 5

LABOR ORGANIZATION REPRESENTATION

Section 5-1. The Tennessee National Guard agrees to recognize the elected officials of Tennessee Air Chapter of ACT and the Labor Organization structure designated by the State Chairman of the ACT Chapter. Tennessee Air ACT representatives certified by the Labor Organization in accordance with this article shall be recognized by management as the exclusive representatives for the bargaining unit technicians and shall be entitled to the use of official time under the provisions of this article. The Labor Organization will notify the Agency of such officials or any subsequent changes, in writing.

Section 5-2. The Labor Organization official's area of representation will be the base to which he/she is assigned unless otherwise mutually agreed by the Agency and the Labor Organization. The Labor Organization agrees not to change Labor Organization officials more frequently than once every six (6) months, unless a Labor Organization official ceases to be a member of the bargaining unit. Management agrees not to relocate a Labor Organization official who is processing a grievance, without informing the Labor Organization of the reasons in writing if such relocation will prevent timely action. If an ACT official is not available for representation in his/her specific area the State Chairman or his/her designee, will act on his/her behalf.

Section 5-3. The representative of the Labor Organization for administration and implementation of this agreement will be the State Chairman of the Labor Organization, or the person who he/she designates in writing to act in his/her behalf. His/her receipt or acknowledgment of any notice or other communication from management shall be deemed a delivery to the Labor Organization. Management agrees to recognize a Chapter President in Nashville, Knoxville and Memphis. These Chapter Presidents will be the point of contact

between the Air/Station Commanders for Labor/Management matters affecting the bargaining unit at their respective locations. Management agrees to recognize the shop stewards duly designated by the Labor Organization provided the Labor Organization informs the Agency in writing of such officials or any subsequent changes. The number of stewards will be authorized as follows:

119th - Alcoa

1 Steward

134th - McGhee Tyson

5 Stewards

228th - McGhee Tyson

1 Steward

241st - Chattanooga

1 Steward

118th - Nashville

5 Stewards

164th - Memphis

5 Stewards

Section 5-4. Non-technician representatives of the Labor Organization designated in writing as such by the National or Local Organization will be allowed to visit Air National Guard installations across the State of Tennessee at reasonable times. Permission to enter the installation is subject to prior notification in writing and concurrence from the HRO-LRS and the Air Commander. The Agency may grant a reasonable time for Labor Organization officials to

meet with non-technician representatives of ACT upon approval, when such business must necessarily be performed during normal duty hours. Such notification shall include:

- a. Name of visitor
- b. Labor Organization position held
- c. Purpose of visit
- d. Expected time of arrival
- e. Approximate duration of stay
- f. Necessity of visit during normal duty hours

Section 5-5. In accordance with 5 USC, Chapter 71, Section 7131, any activities performed by any technician relating to the internal business of a Labor Organization (including the solicitation of membership, elections or Labor Organization officials, and collection of dues) shall be performed during the time the technician is in a non-duty status. Annually each treasurer shall be given 8 hours of official time for the purpose of generating LM reports required for DOL.

Section 5-6. On an annual basis, January of each year, a list of elected Labor Organization Officers will be provided to management for posting on Management Bulletin Boards.

ARTICLE 6

OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

Section 6-1: Official time will be made available, without loss of annual leave, during normal duty hours for the Labor Organization representative to carry on business that is of mutual interest to the employing agency and the Labor Organization. Official time under this article shall include all representational functions permitted by law, according to the Federal Labor Relations Statute.

Section 6-2: The Labor Organization representatives will obtain permission from their immediate supervisor prior to leaving their assigned area. The supervisors are responsible for authorizing the use of official time. If the labor official/steward's supervisor or designee is not available, the authorization shall be obtained from the next higher level supervisor in the chain of command. Permission to conduct official Labor Organization business including representation and assistance activities will normally be granted unless absence of the Labor Organization official from his/her work duties would cause substantial adverse effect on the work product of his/her area. In those instances, an alternate time will be authorized. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Any reschedules of official time will be in written form, if requested, by the Labor Organization official. The State Chairman will be on official time for the purpose(s) of conducting labor/management relations.

Section 6-3: Representational functions, for which official time is authorized, the codes are;

- | | |
|-----------------------------------|----|
| a. Negotiations | BA |
| b. Labor Management and Relations | BD |

*** The SF 71, Request for Leave or Approved Absence, will be the official document for requesting official time. If the supervisor needs to reschedule the official time request, this will be noted in the Remarks section of the SF 71.**

Section 6-4: A representative desiring to discuss a Labor Organization-related matter with a technician shall obtain permission from the technician's supervisor in advance before interrupting the technician's work. If because of duty or mission it is not practical to release the technician at that time, the supervisor shall reschedule an alternate time as soon as possible. Labor Organization officials and representatives will notify their supervisor upon departure for their approved representational activity and report back to his/her supervisor at the completion of their representational activity prior to returning to work. Unless approved otherwise, representatives will normally return to the duty location prior to the end of the duty day.

Section 6-5: The Labor Organization and the Agency agrees:

- a. That in the performance of their official duties, the immediate supervisors, to include any and all TDY will release the State Chairman/Labor Organization Official's after proper authorization from the Labor Relations Specialist.
- b. Further, the Agency agrees that there will be no restraint, interference, coercion or discrimination against the State Chairman or any Labor Organization official for performing their authorized official duties, now, or in the future.
- c. In the performance of State Chairman/Representative Official's duties the Agency agrees that he/she will be free to travel in an official capacity once approval has been granted for official time. The Agency further agrees that all travel will be performed in accordance with the Joint Travel Regulations (JTR), Volume II.

b. The Agency further acknowledges, that in the performance of their official duties there will be no retaliation, or reprisal against any Labor Organization Official in any manner.

Section 6-6: The Labor Organization is authorized official time for the purposes of training.

Each steward is authorized no more than five (5) days of training per year. A pool of fifty (50) days of official time is authorized per year for Labor Organization officers for training. It is understood that this training will be of mutual concern to management and the technician as a representative of the Labor Organization. The Labor Organization will request this leave by letter, including the agenda of the training, for approval by the Human Resource Office, with a copy to the labor representative's supervisor. Labor Organization officials may be invited to participate in personnel management/technician relations' classes of mutual benefit to management and the Labor Organization exclusive of the designated days of training.

Section 6-7: Labor Organization representatives are not required to wear the military uniform while performing the following functions:

- a. While engaged in contract negotiations with agency representative.
- b. Labor/Management meetings with agency representatives
- c. Approved Labor/Management seminars at commercial facilities.
- d. When representing the Labor Organization at third party hearing.

ARTICLE 7

Leave/Excused Absence

Section 7-1: Each technician will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The Agency will make every reasonable effort to honor the leave request of technicians. The only basis for refusal of approved annual leave is a valid operational reason. Advance notice shall be considered anytime prior to the beginning of the scheduled shift for period of up to eight hours.

Section 7-2: It is agreed that leave schedule provided for continuous vacation periods of two (2) weeks or more, depending on the amount of leave accrued by each technician. Requests for annual leave shall be submitted to the supervisor for approval. Managers will attempt to accommodate the desires of the technician consistent with agency requirements.

Section 7-3: When conflicts in scheduling leave occur, the manger will confer with the technician(s) concerned to obtain mutual agreement to resolve the conflict. If this step fails, in the absence of personal hardship, the senior technician within the work area concerned will be given the first choice of desired leave. This section shall not be constructed to allow the most senior technician to have the same period more than two (2) years in succession.

Section 7-4: Consistent with workload requirements of the Agency as provided in applicable regulations, an technician who is an official, or representative of the Labor Organization may be granted accrued annual leave or leave without pay to accept temporary Labor Organization positions or to attend conventions or meetings of Labor Organizations.

Section 7-5: No coercion will be exerted on any civilian technician as to the type of leave used.

Section 7-6: Technicians who have served the required one (1) year probation period may be granted annual leave up to the amount to be earned for the leave year. When a technician has

been granted annual leave and is separated before such leave is earned, the value of the leave must be withheld from any compensation due.

Section 7-7: Technicians who have not been placed on leave restrictions shall not be required to furnish medical certification for absences of less than three (3) days.

Section 7-8: Technicians will not be unreasonably denied leave to attend service school(s).

Section 7-9: A technician who cannot report to work for any reason will notify his/her supervisor. If the supervisor is not available, the technician may leave a message with a designated subordinate of the supervisor.

Section 7-10: If a technician is on borrowed leave, i.e. leave from the leave donor program, and the technician does not use all such leave, any balance of unused leave shall be credited back to the bank.

Section 7-11: Conferences or Conventions: Technicians attending conferences or conventions will be excused without charge to leave, if it has been determined by the Adjutant General Representative that such attendance would be in the best interest of the Federal Government or the National Guard.

Section 7-12: Participation in Funerals: Excused absence up to four hours may be granted to technicians, including temporary technicians, while participating in State active duty status as active pallbearers or as members of firing squads in funeral ceremonies for members of former members of the Armed Forces, including National Guard.

Section 7-13: Civil Activities: Technicians may be excused for short periods to participate in civil activities the Federal government is interested in encouraging. These periods will be confined to not more than a combined total of three (3) workdays during a calendar year.

Section 7-14: Blood Donors: Upon approval of the appropriate management official, technicians may be excused from work up to four (4) hours without charge to leave, on the date of the donation, for the purpose of donating blood. Cooperating with the Red Cross through donating blood is encouraged by Management and the Labor Organization. The maximum excusable time shall not exceed 4 hours except in unusual cases. When a technician must travel a long distance, or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized.

Section 7-15: Examinations: Technicians who are required to take job-related examinations or re-examinations, either physical or mental, will be given the time necessary to accomplish the examination without charge to leave.

Section 7-16: Voting: Technicians may be excused by the Agency for a reasonable time when practical to do so without seriously affecting operations to register or vote in any election or referendum without charge to leave. An employee may be excused from duty so as to permit him to arrive at work three (3) hours after the polls open or to permit him to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off.

Section 7-17: Acts of God:

(a) In the Event of inclement of weather, power failure, breakdown or other interruptions, due to acts of God, resulting in the interruption or suspension of operations, technicians who are in a duty status and whose services cannot be utilized may be administratively excused from duty without charge to leave or loss of pay, consistent with regulatory requirements, and administrative discretion's granted to the Adjutant General, if their services cannot be utilized elsewhere. Technicians who are on leave status at the beginning of the day in which administrative leave is granted will not have their schedule leave changed.

(b) The authority to excuse technicians administratively is not to be used for periods on

interrupted or suspended operations which may be anticipated in sufficient time to permit the arrangement of other work or the scheduling of annual leave.

(c) When unavoidable circumstances make a twenty-four (24) hours notice impractical by the Agency, the technicians may be placed on leave with or without their consent if notice is given before the end of the work period immediately preceding the one in which they are to be placed on leave. The technician shall select the type of leave.

(d) Inclement weather is defined as an act of God which makes driving conditions hazardous. Excused absence will be granted for those technicians when management determines technicians are unable to safely drive to work.

Section 7-18: Tardiness and Brief Absence: Brief absence from duty of less than one (1) hour and tardiness may be excused when reasons appear to be adequate to the supervisors. The absence may also be compensated for by additional work or may be charged against any compensatory time the technician may have to his/her credit or maybe charged to annual leave, leave without pay (with the technician's consent), or absence without leave.

ARTICLE 8

NEW TECHNICIAN ORIENTATION PROCEDURES

The Labor Organization representative will be afforded approximately 15 minutes to brief new technicians during new technician orientation. The Labor Organization will provide a written outline or summary of this briefing to the HRO prior to the orientation. The Labor Organization will be notified in writing of all new bargaining unit technicians.

ARTICLE 9

PERIODIC INFORMATION BRIEFING

Section 9-1 INFORMATION AND PERIODIC BRIEFINGS:

(a) Technicians will be provided an annual briefing by the HRO, which will include the current information on Workers Compensation and retirement.

(b) All new technicians will be informed of their Weingarten Rights under 5 USC Chapter 7114. This will be documented on the New Technician Briefing checklist.

ARTICLE 10

DISCIPLINARY AND ADVERSE ACTION

Section 10-1 GENERAL:

(a) This article applies to matters of CONDUCT only; actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the Federal Service.

(1) Subject to applicable law, rule and regulation, technicians shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion's or discrimination by the Agency so long as such activities do not conflict with job responsibilities. The Agency must establish a relationship between the technician's activity and it's impact or effect on the efficiency of the Service.

(b) The parties recognize that there are two types of technician actions that may be appropriate; i.e., informal action and formal action. Disciplinary action will be for the sole purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.

(c) In order to be effective, constructive discipline should be timely. Disciplinary action should be initiated within a reasonable period of time after the individual's supervisor knows the offense.

Section 10-2 INFORMAL ACTION:

- (a) This type of action will consist of a counseling interview with the technician by his supervisor. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The technician will have a Labor Organization representative present if desired, and supervisors will advise the technicians of this right prior to the interview.
- (b) Counseling/Warning interviews will be recorded on NGB Form 904-1 in pencil (date/subject). The Counseling/Warning may not be retained any longer than 3 months unless related to a recurring problem.
- (c) To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.
- (d) An appeal of a counseling/warning interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

Section 10-3 FORMAL DISCIPLINARY ACTION:

- (a) Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade and removal actions is considered adverse actions because they affect the pay of a technician.
- (b) Before disciplining a technician, the Supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the

discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

(1) An oral admonishment:

(a) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment.

(b) Oral admonishments will be recorded in pencil (date/subject) on the 904-1. The oral admonishment may not be retained longer than 6 months unless related to a recurring problem.

(c) In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

(2) Written reprimand will:

(a) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.

(c) Describe the offense in sufficient detail to enable the technician to

understand why the reprimand is necessary.

(d) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months.

(3) An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

(4) Once the reference to an oral admonishment is erased, or a letter of reprimand is removed from the OPF it is to be regarded as never having occurred. References may not be made to the written record, and it may not be used or relied on to support any subsequent action.

(5) If adverse action is decided upon then procedure in Article 14 applies.

Section 10-4 ADVERSE ACTIONS:

(a) Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any technician.

There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the Agency/technician relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation.

Having "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the technician's ability to perform his duties, the agency's ability to fulfill its mission, etc.). Any supervisor will not initiate adverse actions without consulting with

the Reviewing Official and obtaining approval of the HRO before issuing a proposed adverse action and original decision. The following, as required by agency regulation TPR 752 will be the sequence of events for an adverse action:

Technicians will be given at least a thirty (30) day notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.

(b) The technician will be given a Notice of Original Decision, signed by the Reviewing Official that will state the specific action being taken. The Notice of Original Decision should be issued when possible within twenty (20) days of technician's response or after the reply period has ended. Upon receipt of the decision the technician has twenty (20) days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both. Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation. If the technician requests a hearing, the HRO will submit a written request to NGB-TN for a list of examiners in which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be held before the selected hearing examiner who will provide a recommendation, within forty-five days of the close of hearing to The Adjutant General. The Adjutant General will consider the recommendation when making the final decision. The Adjutant General will issue his decision within fifteen (15) days of receiving the hearing examiners decision. The hearing examiner per diem and travel expenses will be paid by the Agency.

An adverse action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC 709f(5) and (6). In the event of a disciplinary suspension or removal, the appellant will exhaust the review provisions provided for in TPR 752 before the suspension or removal is effectuated, and the technician may at management's discretion; remain in a pay status until a final determination is rendered. The TPR, Section 2-6 states:

"The fact that an adverse action is being processed does not itself mean that the technician should not be allowed to continue performing his/her normal duties. If, however, there is reason to keep the technician away from his/her normal duties, management may detail the technician to other duties or, if necessary, indefinitely suspend the technician. NOTE: There must be some event that will bring an indefinite suspension to an end, and that event must be explained in the proposed adverse action notice. When management determines that the technician's presence at the worksite may not be in the Government's best interest, the technician may be placed in a nonduty pay status for all or part of the time it takes to process the action."

Section 10-5 REPRESENTATION:

(a) Prior to discussions that may lead to any of the above disciplinary or adverse actions, the supervisor will notify the technician of the right to Labor Organization representation. If the technician accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation that waiver must be in writing. The Labor Organization will be served a copy of this waiver.

(b) An investigational interview will, if representation is requested, be delayed for a reasonable amount of time until the technician(s) representation can be present.

(c) A supervisor who is conducting an investigatory interview will notify the technician that the interview may lead to disciplinary action and that the technician has the right to remain silent and may refuse to give a written statement until a representative is present, or representation that has been declined in accordance with Section 5a above.

(d) Technicians shall be granted on typical, noncomplex cases, 4 to 8 hours to review material secure statements, prepare a written reply, etc.

Section 10-6 RECORDS:

(a) In any disciplinary action, a technician will, upon written request, be furnished a copy of all written documents in the Agency's files, which contain evidence used by the Agency to support and disciplinary or adverse action. Any such records shall not be used as a basis to support any disciplinary or adverse action against a technician unless the technician has been shown and provided a copy of such record, within a reasonable period of time, after the date of the incident being recorded. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against technicians, unless timely disclosed beforehand.

(b) No written entry will be made in a technician's files concerning disciplinary matters without the knowledge of the technician. The technician will initial the entry. The technician's initials acknowledge ONLY that the technician KNOWS that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

(c) The technician has the right to request an extension of the time frames discussed in

this article through the State AG.

ARTICLE 11

UNFAIR LABOR PRACTICE NOTIFICATION

In order to resolve problems at the lowest level, the Labor Organization and Agency will honor a ten (10) day pre-charge notice period, prior to filing any unfair labor practice charge. Within this ten (10) day period, the Labor Organization and Agency will attempt to resolve the problem by determining and identifying key issues, events or alleged offenders so as to allow for corrective action and the elimination of any unfair labor practice, action or condition. This time period may be extended by mutual agreement in writing by both parties.

ARTICLE 12

EQUAL EMPLOYMENT OPPORTUNITY

Section 12-1. Policy- the parties shall not act in any way as to discriminate against any individual regarding employment or conditions of employment because of the individual's race, color, religion, sex, age, handicap, national origin, or reprisal. Policy shall be in the strictest adherence to the Equal Employment Opportunity Act, Civil Service Reform Act, and all other applicable laws and regulations.

Section 12-2. Labor Organization can submit written comments, suggestions, and recommendations to the EEO Office for consideration for improving the EEO environment.

Section 12-3. EEO Counselors shall be appointed by the Agency. Their purpose is to seek resolution of informal complaints of discrimination, based on race, color, religion, gender, national origin, age, or handicap. The Agency will provide the Labor Organization with updated lists as they occur.

Section 12-4. Job selection shall be made without regard to race, color, religion, sex, age, handicap, national origin, or handicap, except where provided for by regulation.

Section 12-5. A technician must present an alleged complaint of discrimination to an EEO counselor within forty-five (45) days of the incident or personnel action that the technician believes to be discriminatory. If a technician chooses to present an EEO complaint to a Labor Organization Official, time limits are not stopped and remain in effect for obtaining an EEO counselor. If a technician decides to file a formal complaint of alleged discrimination after counseling by an EEO counselor, it can only be filed under the applicable EEO laws and regulations. A technician can choose to be represented in an EEO complaint by a person of their choosing in accordance with applicable regulations. The Labor Organization may, request

information concerning an EEO case if in accordance with the provisions of the Privacy Act and the Freedom of Information Act.

ARTICLE 13

HEALTH AND SAFETY

Section 13-1. The Agency will continue to make a concerned effort to provide and maintain safe working conditions for technicians. The Labor Organization will cooperate to that end and will encourage all technicians to work in a safe manner. It is further recognized that each technician has a responsibility for his work safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The Agency will welcome, at any time, suggestions which offer practical and economically feasible ways of improving safety conditions. In the event working conditions are considered unsafe, the technician shall immediately notify his/her first level supervisor, who shall in turn, immediately notify appropriate safety officials so that evaluation may be made.

Section 13-2. The Agency will furnish emergency transportation service, for treatment, to technicians during duty hours. Incurred commercial transportation cost will be borne by the technician on on-work related illness/injury.

Section 13-3. No technician shall be required by a management official to perform work when such duty is deemed by the technician to pose a threat which:

- a. Is imminent;
- b. Poses a risk of death or serious physical injury;
- c. Cannot be abated through normal procedures.

Section 13-4. If any technician is directed to perform work under unsafe conditions, he will promptly report the matter to his first level supervisor, who will, in turn, promptly report the matter to the Agency's safety officer, who will accomplish a safety evaluation of the assigned work.

Section 13-5. The Agency, subject to availability of funds, will provide suitable protective clothing for technicians whenever such is authorized by regulation. Technicians working in hazardous areas shall be provided with proper protective equipment and safety devices as determined to be necessary by the appropriate regulations. The Labor Organization agrees that technicians will be required to utilize proper protective clothing, devices, or safety equipment, where such has been provided by the Agency. The parties agree that certain tasks performed may involve varying degree of hazard. The types of technicians normally assigned to perform hazardous tasks should be those who have received appropriate briefing's instructions, training or schooling pertinent to the hazardous task to be performed. The Agency shall determine the appropriate safety and health training for technicians. The methods and means of performing hazardous tasks shall be those that incorporate all immediately available safety precautions and devices.

Section 13-6. All accidents and injuries will be reported and processed in accordance with applicable relations. The individual will be provided with copies of correspondence when required.

Section 13-7. When a technician believes he has developed a work-related hearing problem, he will be given an audiometric test. The technician will be given written notice of any hearing deficiency since the last test within 30 calendar days.

Section 13-8. The Technician recognizes its responsibilities to aid and assist technicians who, through illness or injury, are temporarily unable to perform their regularly assigned duties and agrees to the following provisions and conditions for temporary reassignment or detail to work with less strenuous physical demands. The technician will request, in writing, to their immediate

supervisor for temporary reassignment to duty of less strenuous physical demands. A statement from a licensed physician, stating the anticipated duration of the convalescence period, shall support such a request. The technician agrees to submit to further examination by a physician assigned to the Tennessee Air National Guard and/or the United States Air Force.

Section 13-9. In conditions of extreme heat or cold weather condition, the Public Health Tech, in conjunction with the Base Safety Officer, will recommend acceptable conditions for work continuation or stoppage.

Section 13-10. The Agency will provide the Labor Organization with a copy of any report or study pertaining to safety/health or environmental impact that affects the technician.

Section 13-11. Smoking policy will be IAW TAG's smoking policy. There will be designated outdoor smoking areas, which will provide a reasonable protection from the elements.

ARTICLE 14

Merit Placement Procedures

Section 14-1. PURPOSE: To provide promotional opportunity for bargaining unit technicians.

To provide procedures that will ensure that technicians receive consideration for bargaining unit positions for which they meet qualifications. Management and Labor Organization officials have a special responsibility for seeing that violations do not occur either by error or design.

Where provisions of the contract conflict with HRO 335-1, the contract will take precedence

Section 14-2.OBJECTIVES:

- (a) This article will be used for filling bargaining unit vacancies that the Agency elects to fill IAW HROR 335-1.
- (b) To present for the Agency consideration qualified applicants.
- (c) To give technicians an opportunity to receive fair and appropriate consideration for bargaining unit positions.
- (d) To provide for upward mobility positions identified in Upward Mobility Program.
- (e) To provide promotional opportunity for bargaining unit technicians.
- (f) To ensure compliance with applicable provisions of portions of 5 USC 2301 and 2302 and Title 32.

Section 14-3 TECHNICIAN RESPONSIBILITIES:

Technicians are responsible for familiarizing themselves with the provisions of this article and insuring that applications are accurate and complete.

Section 14-4 EXCEPTIONS TO COMPETITIVE PROCEDURES:

- (a) Promotion due to the issuance of a new classification standard or the correction of a classification error.

- (b) Placement of over-graded technician entitled to grade retention as a result of RIF, reclassification, or management directed reassignment to change to a lower grade.
- (c) Promotion when competition was held earlier (i.e. position is advertised as a developmental).
- (d) Re-promotion to grade or an intervening grade or position from which a technician was demoted without personal cause, and not at his or her request.
- (e) Promotion resulting from technicians' position being reclassified at a higher grade because of additional duties.
- (f) Position change to a position having no higher promotion potential.
- (g) Position change required by RIF's regulations.
- (h) Temporary promotion of one hundred and twenty (120) days or less.
- (i) Detail to a higher graded position with known promotion potential for 120 days or less.
- (j) Selection of technician or individual for a position at the same or lower grade than the one last held.
- (k) Prior permanent DOD technician in the competitive and excepted service who:
 - (1) Was in tenure 1 at the time of separation may be re-employed to a position at the same or lower grade as the position from which separated.
 - (2) Was in tenure 2 may be re-employed without competitive within 3 years of separation to a position from the same or lower grade as the position from which separated.
 - (3) Placement as a result of priority consideration when a candidate was not previously given proper consideration in competitive action.

Section 14-5 Vacancy Announcement: As a minimum, the vacancy announcement will contain the following information:

1. Title, series, grade, and salary range of the position.

2. Type of appointment- competitive or excepted
3. Military Requirements (Officer, Warrant Officer, Enlisted) and compatibility requirements.
4. Summary of duties and minimum qualification.
5. Organization and geographical location of the position.
6. Information regarding known promotional potential, if any.
7. Opening and closing dates.
8. Special conditions of employment.
9. Equal employment opportunity statement.
10. The knowledge, skill, and abilities (KSA's) factors.
11. If position is developmental or indefinite or temporary indefinite.
12. Areas of consideration.
13. Selection Placement Factors: Any special job requirements, e.g., security clearance, drivers license, pre-employment physical.
14. How to apply.

Section. 14-6 VACANCY POSTING:

Vacancy announcements will be posted for a minimum of twenty (20) calendar days on the Base LAN and on existing locked HRO official bulletin boards. Variance to days posted will be by mutual consent of the LO and the Agency. A copy will be provided to each chapter Presidents at the respective locations.

Section 14-7 AREA OF CONSIDERATION:

The areas of consideration for each specific vacancy announcement will be the following manner and sequence using guidelines from TPR 300.

- (1) INITIAL- Permanently employed technicians located at the facility announcing the position.

(2) SECOND- Permanently employed technicians located statewide.

(3) THIRD- Qualified members of the Tennessee Air National Guard.

(4) FOURTH-Applicants eligible for membership in the Tennessee Air National Guard.

Section 14-8 APPLICATION PROCEDURE:

Technicians who meet the basic qualification standard may apply by submitting an application that reflects the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Applicants should specifically address the basic eligibility factors (which include general and specialized experience) and KSA factors as stated on the vacancy announcement.

The applicants may submit, prior to the closing date, subsequent documents, which show additional qualifications.

(a) All applicants for advertisement must submit Knowledge, Skills, and Abilities (KSA's), a resume, and other information required by the advertisement. The same evaluation criteria will be used for all applicants.

(b) Applicants must complete a new application for each position to which they are applying.

Applicants may contact the HRO staffing specialist for guidance in completing their application.

Section 14-9 ESTABLISHMENT OF KSA FACTORS:

The knowledge, skills and abilities factors (KSA) required for the position to be filled will be prepared by HRO prior to the advertisement of the positions. The HRO may consult with the selecting official regarding the preparation and determination of the KSA factors.

Section 14-10 PROCESSING APPLICATIONS:

HRO will ascertain that only applications received in HRO date stamped on or before the close of business of the closing date will be considered. The HRO will evaluate the application to

determine that the applicant meets the basic qualification of the advertised position. KSA's are used to determine the qualifications in the rating and ranking process, and not to determine basic eligibility as per TPR 300.

Section 14-11 RATING PANEL:

Rating panels may, when required be established. Rating panels shall be established for the purpose of rating candidates for the position to be filled. The rating panel will be convened as a body at the time and place, as designated by the HRO. The rating panel will consist of not less than three (3) members. Two (2) members must have technical expertise in the career field in which the vacancy exists.

Section 14-12 EVALUATING APPLICATIONS FOR BU POSITIONS:

Rating panels will be formed upon more than seven (7) on board qualified applicants. The staffing section in the Human Resources Office will accomplish initial evaluating. All applications will be clearly marked, "Qualified or Unqualified", and qualified applicants will be forwarded to the HRO Remote representative at each unit. Each applicant who meets the minimum qualification will be rated in accordance with HRO 335-1, except when amended or modified by this contract.

Section 14-13 REFERRAL OF CANDIDATES:

Following the evaluation of candidates, when there are more than seven (7) qualified on-board candidates the HRO will forward the seven (7) highest rated to the selecting panel or official. Applications and supporting documents submitted by candidates will also be forwarded to the selecting panel or official.

Section 14-14 SELECTING OFFICIAL ACTION:

Selecting official has the option to use a panel in selecting process. If used, the panel will proceed as follows.

(a) Provide for a fair and impartial interview of each eligible candidate listed on the referral and selection certificate who is available for interview.

(b) If personal interviews are not possible, telephone conference interviews will be conducted. This provides another means of evaluating and comparing and gives candidates a chance to discuss the position and their qualification.

(c) After interviewing the candidates, the panel shall make a recommendation to the selecting official. Ensure technicians hired in a developmental status are informed of the training necessary to become fully qualified.

(d) If for some reason, the selection process cannot be completed, the selection package will be closed and returned to the HRO with justification for non-selection.

Section 14-15 HRO ACTION (NOTIFICATION):

The HRO remote will notify the appropriate Labor Organization Official when the Adjutant General approves the selection and the appointment. After the selection, applicants who were not interviewed will be notified in writing, by the HRO. The HRO will notify the State Chairman of ACT of all unqualified on board BU technician applicants.

Section 14-16 PLACEMENT RECORDS: Sufficient records IAW TPR 300, required to allow reconstruction of the placement action, are to be maintained for a minimum of two (2) years.

ARTICLE 15

TRAVEL AND TEMPORARY DUTY

Section 15-1 PURPOSE:

Ensure that TDY assignments are based of official necessity, qualifications all mission support without regard to sex, race, religion or national origin. TDY Duty will normally be performed within the regularly scheduled work week and work flours. Per diem will be paid IAW. Joint Travel Regulations (JTR) Volume II.

Section 15-2 NOTICE:

Technicians will be provided with as much advance notice as practicable.

Section 15-3 ASSIGNMENT:

The Agency will determine qualification requirements to support the mission. Qualified volunteers for TDY will be sought and accepted before non-volunteers are assigned. When there is not sufficiently qualified volunteers, the Agency will make selections in a fair and equitable manner.

Section 15-4 ENTITLEMENT:

Travel and temporary duty will be IAW the Joint Travel Regulations (JTR) Volume 11 and Defense Travel System (DTS).

Section 15-5 METHOD OF TRAVEL:

Technicians will be authorized the method of transportation most advantageous to the government. The technician may request an alternate mode of transportation that is most advantageous to the government. In such instances, the technician will be reimbursed according to the elected mode of transportation not to exceed the cost of the transportation most advantageous to the government.

Section 15-6 ORDERS:

TDY orders will be issued as soon as possible after notification of need for TDY.

Section 15-7 QUARTERS:

Billeting for Technicians on TDY will be IAW installation published standards. Technicians on TDY will not be billeted in field conditions while traveling CONUS. When the installation billeting office determines that quarters are not available a certificate of non-availability will be provided. When adequate government quarters are not available, the Agency is responsible for providing transportation between the duty station a, quarters and/or eating establishments.

Section 15-8 COMPENSATORY TIME:

IAW Article 22, Compensatory of this Labor Management Agreement.

Section 15-9 TRAVEL OCONUS:

Congress authorized forty-four (44) days military leave which is protected, under the Statues of Forces Agreement (S0FA) for deployment OCONUS.

ARTICLE 16

TECHNICIAN ASSISTANCE PROGRAM

Section 16-1 GENERAL:

The parties recognize the importance of programs established for the welfare of technicians. The Agency and the Labor Organization agree to encourage technician participation in appropriate programs; Sick leave may be used for Technician Assistance Programs (TAP) in accordance with applicable directives.

Section 16-2 OBJECTIVES:

The objective of the Technician Assistance Program is to assist technicians when they may have a personal or health problem, which could impact their job performance or conduct on the job.

Section 16-3 ADDITIONAL INFORMATION:

If a technician desires additional information about the TAP program they should contact the Human Resource Office Remote Specialist at their installation.

ARTICLE 17

TECHNICIAN DEVELOPMENT AND TRAINING

Section 17-1 CONSIDERATION OF TRAINING AND EXPERIENCE:

The Agency and the Labor Organization agree that the training and development of all technicians is a matter of significant importance. Technicians will be allowed training opportunities to broaden their knowledge base, which would prepare them for future details, promotions and temporary duty. Technicians are employed as qualified and will be given full credit for their training. A need for additional training may exist to improve the productivity and efficiency of the work force, such as when new equipment of systems are introduced in the work center. Training will be based upon the availability of resources and mission requirements.

Section 17-2 FORMAL TRAINING:

- a. Participation in training and development (T&D). Full opportunity, consistent with merit system principles, to participate in T&D will be given to every technician who needs such T&D and meets standards and requirements prescribed by law, executive order, or regulations. Opportunity to participate in T&D activities will be without regard to race, color, religion, gender, national origin, age handicap, or other factors. The only proper consideration is the need for T&D. Technicians will not personally profit financially nor be required to incur a financial loss as a result of participating in T&D.
- b. Status of technicians attending training. National Guard technicians will attend training in technician status when the training relates more to their technician than their military duties, when it consists of developmental courses primarily designed, for civilian technicians, or when such attendance is to develop them in their civilian/technician status. Normally, courses that lead to the award of an AFSC or, which form a prerequisite for a technician's military assignment,

will be attend in military status, if resources are available. When the course relates equally to military and technician duties, attendance, may be either status as determined by the Adjutant General or designee; consideration should be given to cost avoidance.

c. Individual development plans and performance improvement plans. Managers and supervisors will establish IDPs for technicians hired below the full performance level and PIPS for technicians rated below fully successful. IDPs identify T&D needs and managers and supervisors are encouraged to use IDPs for all technicians.

Section 17-3 CERTIFICATION REQUIREMENTS:

When the technician position description requires certification and/or renewal, the Agency will allocate funds and duty time for test preparation and completion. Funding will be based on priority one (mission essential) consideration.

Section 17-4 TRAINING OPPORTUNITIES:

a. Technician training will be effected in accordance with TPR 400 (Training and Development) dated 1 Jun 1996.

b. Every effort will be made to allow technicians the use of Air National Guard facilities to maintain proficiency and currency whose job description requires recurring duties and training.

ARTICLE 18

PERFORMANCE APPRAISAL SYSTEM

Section 18-1 INTRODUCTION:

The Agency and the Labor Organization recognize the vital nature of the performance evaluation process to the entire Tennessee Air National Guard. The effectiveness of the performance evaluation system is a combined responsibility of the technician and the supervisor.

Section 18-2 APPRAISAL PERIOD:

- a. Technicians will be given a performance appraisal IAW TPR 430 dated 1 Oct 1997.
- b. A minimum of one hundred and twenty (120) days supervision is required before an appraisal can be rendered.
- c. Technician will receive an appraisal under their old job standard when transferring jobs, detailed, or at the time of transfer or detail, provided a minimum of one hundred and twenty (120) days has elapsed since the previous appraisal.
- d. When a major change (a change in any critical element) to the job standard occurs within one hundred and twenty (120) days before the appraisal period ends the technician's appraisal will be based on the old standard.
- e. A closeout performance appraisal will be rendered when there is a change in the immediate supervisor provided there is less than one hundred and twenty (120) days remaining within the appraisal period after the appointment of the new supervisor.

Section 18-3 RESPONSIBILITIES:

- a. The Rating Official (usually the technician's immediate supervisor):

1. Will meet with the technician within thirty (30) days of appointment to position to establish performance standards and critical elements. The performance standards will be developed from the official position description for the position in question and will be based on normal organizational requirements pertinent to the incumbent's normal technician duties and responsibilities. The supervisor retains the right to establish the actual performance standards and critical elements for the position and will ensure the written standards and critical elements for the position are measurable in terms of quality, quantity and/or timeliness.

2. Technicians will be periodically provided feedback throughout the performance period on how well they are performing in comparison with the critical job elements. One progress review is required mid-cycle during each appraisal period. To the maximum extent possible, progress reviews shall be informative and developmental in nature and shall focus on how to improve future performance. All performance counseling sessions will be recorded on the Supervisor's Brief or 904-1. The technician should initial and date or sign where applicable to indicate that he/she is aware of the entry in pencil.

3. Will use only the established performance standards to appraise the technician's performance.

4. The evaluation of a technician's performance of assigned duties is paramount in the evaluation process. Only performance during the rating period under consideration will be evaluated by the rating official. Items of a disciplinary nature that do not relate to the technician's performance standard will not be used as part of that measurement.

b. Technicians are responsible for:

1. Participating in the development of critical job elements and performance standards.
2. Advising their supervisors of the need, if necessary, to revise performance standards and critical job elements during the appraisal period.
3. Requesting clarification of any element/performance standard of the job if not clearly understood.
4. Identifying work problems and cooperating with the supervisor in resolving problems, advising the supervisor on special factors and circumstances that should be considered in the appraisal process, and discussing objectives for improving job performance.
5. Participating actively with the supervisor during discussions of performance throughout the appraisal period.

Section 18-4 PERFORMANCE APPRAISAL PREPARATION/PRESENTATION:

- a. Preparation of performance appraisals is a continual process. Supervisors should keep notes and documents that show how the technician is functioning during the rating period and remove them once the appraisal is accomplished.
- b. The appraisal will be signed and dated at the conclusion of the appraisal period. The rating official will coordinate and acquire the approving official's signature on the appraisal after presenting it to the technician, and obtaining their signature.
- c. The technician's signature does not indicate concurrence with the summary rating, it only reflects that the technician has received a copy of the appraisal. If a technician declines to sign and date an appraisal, that fact will be noted in the signature block by the rating official and a witness statement will be required.

d. Supervisors will select a location for the performance counseling that is reasonable, and suitable to the technician.

e. Bargaining Unit technicians may have a Labor Organization representative present at the performance appraisal counseling if the technician so desires. It is the responsibility of the technician to request, and coordinate, the presence of a Labor Organization representative.

f. The following procedures will be used when presenting a technician with their annual performance appraisal:

1. Discuss the technician's general performance for the rating period;
2. Discuss the specific issues covered by the performance appraisal;
3. Allow the technician time to read the appraisal;
4. Allow the technician an opportunity to ask question.

g. When all issues are reviewed, the technician should sign the report. The technician and supervisor will review the Standards and Critical Elements and make any revisions that may be necessary. If changes are made to the Standards and Critical Elements, a signed copy will be forwarded to the HRO.

h. If a technician refuses to sign the performance appraisal, supervisors will explain that the signature on the form acknowledges receipt of the appraisal only. The signature does not indicate concurrence. Supervisors will explain the grievance process to all technicians during the performance counseling session. If the technician continues to refuse to sign the appraisal, the supervisor will suspend the discussion until a witness to the presentation of the appraisal can be summoned. At this point the technician may request Labor Organization representation once the witness (selected by the supervisor) is present, the supervisor will:

(1) Indicate to the technician that the person present is there only to witness the presentation of the performance appraisal. The witness will not be allowed to view the appraisal itself;

(2) State that a discussion took place between themselves and the technician regarding the performance appraisal;

(3) Ask the technician to sign the performance appraisal;

(4) Conclude the session and prepare a statement showing that the supervisor presented the performance appraisal and the technician refused to sign. This statement should be signed and dated by both the supervisor and the witness.

Section 18-5 GRIEVANCES:

Technicians not agreeing with their performance appraisal may grieve their performance evaluation within ten (10) workdays, after receipt of their appraisal.

Section 18-6 APPRAISAL OF LABOR ORGANIZATION OFFICIALS:

The time spent away from the assigned job by Labor Organization representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. But rather, the performance appraisal should be based only on the performance of their officially assigned work.

Section 18-7 PERFORMANCE IMPROVEMENT PLAN (PIP):

The Performance Improvement Plan is an action that will be implemented by the supervisor when it becomes apparent that the technician is performing his/her duties less than a Fully Satisfactory on one (1) or more critical elements of their performance standards. The supervisor should not wait until the end of the appraisal period to make the determination if the technician's performance is unsatisfactory and to inform the technician accordingly.

a. The supervisor is responsible to provide an opportunity for the technician to improve the substandard performance by establishing a formal PIP. The PIP serves to notify a technician of the need to improve performance, to identify specific performance deficiencies, and to identify what must be done to improve performance.

b. The supervisor will develop a PIP for unsatisfactory ratings that address specifically the performance deficiencies of the technician: The PIP will outline the methods, if appropriate, and the subject area element needing improvement. Technicians will be assisted in improving areas of unsatisfactory performance by proactive counseling, increased supervisory assistance, additional training, etc. The PIP will not run less than thirty (30) days or more than ninety (90) days.

c. An offer for the Technician to contact the TAP coordinator for assistance dealing with any personal problems that might be impacting upon the performance of the technician;

d. If the technician's performance in any critical element continues to be unsatisfactory despite the efforts by the supervisory manager to improve performance, the technician and his/her representative will be advised that the technician may be reassigned, reduced in grade or removed from employment. Before initiating a reduction in grade or removing an technician for unsatisfactory performance, consideration may be given to reassignment to another position for which the technician is qualified. No action based on unsatisfactory performance may be taken until critical job elements and performance standards have been identified in writing; the technician has been given a copy of these standards, and the technician has been given an opportunity to improve his/her performance.

e. Upon the completion of the PIP, the appropriate supervisor shall inform the technician of either sufficient improvement or failure to improve to a sufficient (Fully Satisfactory) level.

f. Should a determination be made to reduce in grade or remove from employment following the formal PIP, a technician is entitled to:

(1) A minimum thirty (30) day advance written notice of the action to be taken (reduction in grade or removal), which identifies the critical job element(s) and documented instances of unsatisfactory performance on which the action is based. This advance notice must be concurred by an official who is in a higher level position than the immediate supervisor. This is not a proposed notice, but is to be considered as the final notice of action to be taken because, before this step the technician would have been given adequate assistance and time to improve performance.

(2) If a technician submits a request to his/her supervisor to change an unsatisfactory performance appraisal, the supervisor will carefully review this information and advise the technician in writing whether the unsatisfactory performance appraisal was sustained or will be changed. The technician has the right to grieve the unsatisfactory performance appraisal.

Section 18-8 TRIAL PROBATIONARY PERIOD:

a. New technician will serve a one (1) year probationary period IAW applicable to Federal Statutes. Technicians are to be carefully observed and counseled during the trial/probationary period. During this period, supervisors should provide specific training and assistance to improve the technician's work performance if needed. For retention beyond the trial/probationary period, the technician's work performance must minimally be at the (Fully Satisfactory) level.

b. The Agency agrees to advise a probationary technician of his progress prior to the end of tenth (10) month of their probationary/trial period. A technician serving a trial/probationary period is

not to be given an official performance appraisal until after completing the required twelve (12) months of Federal service. After completing the twelve (12) months of service, the technician will be given an Official performance rating in accordance with the established performance period. If retention is not recommended, supporting documentation will be forwarded to the HRO who will then advise the supervisors and managers on taking the appropriate action to move the technician from Federal service.

ARTICLE 19

GRIEVANCE PROCEDURES

Section 19-1. The parties recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in orderly manner. Every effort will be made to settle grievances at the lowest level of supervision. Technicians may present grievances without fear of restraint, coercion, discrimination, or reprisal. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of bargaining unit technician grievances, Labor Organization grievances and Agency initiated grievances.

a. Any matter for, which a statutory appeals procedure exists or those matters which otherwise conflict with statute. The provisions of 32 U.S.C. 709f (Adverse Action RIF appeals) are expressly excluded from this grievance and arbitration procedure. Foregoing language reserves to the State Adjutant General the final level of appeal in those items covered by 32 U.S.C. 709f, as required by statute.

b. Termination of an technician serving under temporary appointment limited to one (1) year or less.

c. A non-selection for promotion when the sole basis for the grievance is an allegation by the technician that he/she is better qualified than the person selected.

d. Demotions following temporary promotions, which have lasted longer than two (2) years, when it is clearly established that the technician was informed that his/her service in the higher graded position would be terminated at a stated time or upon return of a permanent incumbent.

Section 19-2. The procedures contained in this article are the exclusive procedures for resolving grievances, which fall within its coverage and not otherwise excluded herein.

Section 19-3. Grievance means any complaint by bargaining unit technician in his/her technician status concerning any matter relating to the employment of the technician; by the exclusive representative concerning any matter relating to the employment of any bargaining unit technician; or the activity concerning the effect of interpretation, or a claim of breach of this agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting employment, except those matters excluded by para 7 of this article.

Section 19-4. The Labor Organization may, on its own behalf or on behalf of any technician in the exclusive unit represented present or process grievances. Furthermore, this article assures bargaining unit technician the right to present a grievance on their behalf, so long as the exclusive representation is afforded the opportunity to exercise its right to be present during the grievance proceeding at any level of supervision. Any item subject to binding arbitration may be invoked only by Labor Organization or the Agency. The arbitrator will resolve all questions of grievability and arbitrability before considering the merits of the grievance.

Section 19-5. It is understood that a technician cannot file a grievance for the purpose of getting an established policy, standard, or procedure changed. However, the Labor Organization may write a grievance for the purpose of getting an established policy, standard or procedure changed by HRO.

Section 19-6. Any grievance against the Human Resource Office will be taken up within ten (10) working days in writing and be addressed to the HRO as the first step for resolution. The HRO will respond to the aggrieved technician in writing within fifteen (15) workdays from the date notification is received. If not resolved the written grievance will be submitted to the Adjutant General for Tennessee within ten (10) workdays from receipt of HRO's written

response. The Adjutant General will render a written response within ten (10) workdays from receipt of the grievance.

Section 19-7. The negotiated grievance procedure contained in this article does not apply with respect to any grievance concerning the following matters, which are expressly excluded from this grievance and arbitration procedure:

- a. Any matter for which a statutory appeals procedure exists or those matters which otherwise conflict with statute. The provisions of 32 U.S.C. 709e (Adverse Action and RIF appeals) are expressly excluded from this grievance and arbitration procedure. The foregoing language reserves to the State Adjutant General the final level of appeal in those items covered by 32 U.S.C. 709e, as required by statute.
- b. Termination of an technician serving under temporary appointment limited to one (1) year or less.
- c. A non-selection for promotion when the sole basis for the grievance is an allegation by the technician that he/she is better qualified than the person selected.
- d. Demotions following temporary promotions, which have lasted longer than two (2) years, when it is clearly established that the technician was informed that his/her service in the higher graded position would be terminated at a stated time or upon return of a permanent incumbent.
- e. Oral disciplinary admonitions, or verbal warnings
- f. Some additional items, which are not grievable, are: salary decisions, Office of Personnel Management decision, group life insurance, group health benefits, reemployment rights, restoration after military service, position classification, discrimination under Equal Employment Opportunity policy, and military related matters.

Section 19-8. For the purpose of this agreement, the following procedures apply in processing a grievance. In the case of an informal grievance, the technician must make clear to the supervisor that an informal grievance is being presented at the initial presentation. Any grievance which is not taken up with the technicians' immediate supervisor within ten workdays by the technician after the occurrence of the matter or ten workdays after the technician learns of the matter from which the grievance arose, shall not be presented or considered at a latter date. If grievance is not within the technician's chain of supervision, the grievance will be filed with the lowest level of management in the area in which the grievance exists.

TECHNICIAN-IMMEDIATE SUPERVISOR: (INFORMAL) PROCESSING TIME

The grievance shall first be taken up with the supervisor(s) in ascending sequence up to and including the Branch Chief (or equivalent) within ten workdays of the incident.

(FACE TO FACE DISCUSSION) 10

The supervisor(s) shall meet promptly, if available, and render an oral decision to the technician within four workdays from the date of notification of the grievance. 4

The technician accepts or rejects the decision of the supervisor(s) within five workdays of the supervisor's response. 5

STEP 1 TECHNICIAN-FUNCTIONAL AREA MANAGER: (FORMAL)

If the grievance is not resolved it will be submitted in writing by the aggrieved technician to the functional area manager (1st line of supervision below the functional Area Director) with a copy to the Human Resource Office/LRS within five workdays of the supervisors decision. 5

The written formal grievance will identify and contain at a minimum the following information:

- (a) Specifies of the matter or incident of the formal grievance to include names, dates, times, places and events(s) giving rise to the grievance.

(b) The personal relief sought.

The parties agree to mutual exchange information as contained in Step 1(a)

Within five workdays of the date of receipt of the grievance, the functional area manager will meet with the affected supervisor(s), the aggrieved technician and the Labor Organization representative(s) and render a written decision on the grievance. 5

The technician will accept or reject the decision, in writing, within five workdays. 5

STEP 2 TECHNICIAN-AIR COMMANDERS / REPRESENTATIVE (FORMAL)

If the grievance is not resolved at Step 1, the written grievance will be submitted to the Air Commander, by the aggrieved technician or by higher Labor Organization representatives, within five workdays of the receipt of the written decision of the functional area manager. 5

The Air Commander will meet with the aggrieved technician and Labor Organization representative and render a written decision within five workdays of receipt of the written grievance. 5

The technician will accept or reject the decision, in writing, within five workdays. 5

STEP 3. TECHNICIAN-ASSISTANT ADJUTANT GENERAL FOR AIR/REPRESENTATIVE: (FORMAL)

If the grievance is not resolved at step 2, the written grievance will be submitted to the Assistant Adjutant General for Air within five workdays from the receipt of the Air Commander's decision. 5

Step 4. TECHNICIAN-THE ADJUTANT GENERALS/ REPRESENTATIVE (FORMAL)

If the grievance is not resolved at Step 3, the written grievance will be submitted to The Adjutant General within five work days from receipt of the Assistant Adjutant General's decision. 5

The Adjutant General will render a written decision within ten workdays from the receipt of the grievance. In all cases the decision of The Adjutant General is final, unless arbitration is invoked, as provided for in Article 20, herein. 5

Section 19-9.

(a) A formal grievance file will be maintained by the HRO consisting of all correspondence pertinent to, or generated in the matter, and will be maintained and retained pursuant to governing files disposition regulations. Information in the grievance file will be made available to the Labor Organization, upon written request, if permissible under applicable law.

(b) If at any time in the formal stage, the grievant freely chooses to terminate the grievance, he/she will do so by a written statement of termination to the Agency with a copy to the Labor Organization. Such a termination action will be binding on the technician, the Labor Organization and the Agency.

(c) The following procedure applies to grievances initiated by the Agency. Grievance initiated by the Agency will be submitted, in writing, to the Labor Organization State Chairman. Within seven workdays, the parties will meet to resolve the grievance. The Labor Organization will render a written decision no later than fifteen workdays following the meeting.

(d) The Agency may, within twenty calendar days from the date of the decision, inform the Labor Organization that the grievance will be submitted to arbitration.

(e) The time frames may be extended by mutual written agreement. If management fails to

comply with the time limit at any step, the grievance automatically goes to the next step. If the grievant fails to comply, the grievance is terminated.

(f) Time limits will be binding, except when a designated official at a certain level is not available.

(g) Upon request and subject to law, rule, or regulation, management and the Labor

Organization will supply each other with any investigation reports and/or documents used in the original action concerning a denied grievance.

ARTICLE 20

ARBITRATION

Section 20-1. Arbitration will only be used to settle unresolved grievances arising under the Grievance Procedure Article. Arbitration may be invoked only by the Agency or the Labor Organization. The decision to refer the grievance to arbitration must be submitted to the other party within fifteen (15) calendar days of the date of the final decision on the grievance.

Section 20-2. The party requesting the services of an Arbitrator will submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of seven (7) available Arbitrators, and concurrently serve the other party with a copy of the request and all enclosures.

Section 20-3. The parties shall meet within seven (7) days after receipt of the Arbitrator list. If the parties cannot mutually agree upon one of the listed Arbitrators, the Parties will alternate having the first choice of striking a name from the list, with striking a name until only one name remains. The remaining Arbitrator will be contacted by the party who invoked arbitration to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within sixty (60) days; the parties may select a new arbitrator using the above procedure. A copy of any material or information furnished to the arbitrator will be given to the other party five (5) working days prior to the arrival of the arbitrator. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

Section 20-4. The total cost of arbitration, to include arbitrator's fee, travel, per diem, to include recording and transcript services, and any costs incidental thereto, shall be paid one-half (1/2) Labor Organization and one-half (1/2) by Management. The expenses incurred in providing necessary or desired witnesses employed by the Military Department of Tennessee shall be at the

expense of the agency. HRO will, within the provisions of the Privacy Act, furnish any related documents, records and files that the Labor Organization requests in writing.

Section 20-5. Additional copies of the transcript may be requested and purchased separately by either party. Either party may file pre- and post-hearing briefs under the timeliness requirements set by the arbitrator. The arbitrator's decision will be implemented as soon as practical, but not later than thirty (30) days after receipt unless exceptions to the arbitrators' decision are filed with the Federal Labor Relations Authority (FLRA) (and/or the decision is contrary to law, regulation of appropriate authority or PL 95-454). Either party may request clarification of the award. Any such request will be served to the other party.

Section 20-6. The arbitration hearing will be held, if possible, on the Agency's premises during normal duty hours. The arbitrator will render his/her decision no later than forty-five (45) calendar days after conclusion of the hearing or receipt of post-hearing briefs.

Section 20-7. Either party may file exceptions to the arbitrator's award with the FLRA under regulations prescribed by the Authority.

Section 20-8. Only those matters, which are grievable under the Grievance Procedure Article of this agreement, will be subject to arbitration.

Section 20-9. Upon selection of an arbitrator, management and the Labor Organization will meet an attempt to stipulate as to the issue to be submitted to the arbitrator. The question may be no broader in scope than the issue presented at the grievance stage. If the parties cannot agree, they will each submit to the arbitrator the issue they feel should be decided by the arbitrator, at least seven (7) days in advance of the hearing, furnishing a copy of the submission to the other S

Section 20-10. At least five (5) calendar days in advance of the hearing, the parties will exchange list of proposed witnesses and a short description of the expected testimony of each of the listed witnesses.

Section 20-11. Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

ARTICLE 21

Reduction in Force

Section 21-1. GENERAL: The Adjutant General is responsible for implementing a reduction in force.

Section 21-2. Procedures: Procedures relating to reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 351 dated November 22, 1993, and Public Law 95-454. The Agency, in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely affected by implementation of this article.

Section 21-3 DEFINITIONS:

(a) Reduction-In-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 calendar days, or reassignment involving displacement of another technician, caused by lack of work or funds, reorganization, or the need to make a place for a person exercising reemployment or restoration rights.

(b) Competitive Levels:

(1) A competitive level consist of all positions within a competitive area, which are in the same grade and are so alike in qualification requirements, duties and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

(2) Supervisor and non-supervisory positions will not be placed in the same competitive level.

(3) Non-technicians will not compete with bargaining unit technicians for bargaining unit positions.

(c) Technicians are divided into three (3) tenure groups:

Group I- Technicians under permanent appointment who are not serving on probation or trial periods.

Group II- Technicians serving on probation or trial period.

Group III- Technicians who have been given indefinite appointments in the excepted service.

(d) Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the most points. Technicians shall be classified on a retention register on the basis of their tenure of employment, performance, length of service, and in descending order as follows:

1. By tenure Group I, Group II, and Group III, and

2. Within each Group, add the points obtained based on the following criteria, to obtain a RIF Order of Merit List (OML). Add the points obtained in (a) and (b) for a RIF score:

- (a) The average score of the points of the last three (3) official performance appraisals:

Unsatisfactory equals zero points, fully satisfactory equals four (4) points, and outstanding equals eight (8) points.

- (b) One (1) point for each year of the service computation date (SCD).

- (c) RIF actions would be performed on the lowest scores from this OML.

- (d) The tiebreaker will be the technician with the earliest technician service date.

- (e) VERA/VSIP (Buyouts): Prior to issuing written notices, VERA/VSIP may be offered to reduce the overall impact.

Section 21-4 HRO RESPONSIBILITIES:

- a. When the Agency is notified of a RIF, it will immediately notify the Labor Organization of the RIF.
- b. The Agency will meet with the Labor Organization to explain the need for a reduction in force as soon as the Agency is notified or becomes aware of a RIF situation. Upon request, provide necessary documents and correspondence relative to the RIF action.
- c. After the appropriate arrangements and accommodations bargaining with the labor organization, notification of the RIF to work force will be in the form of a posted written general notice as far in advance as possible. In any case, however, the RIF notice will not be less than sixty (60) days. The general notice will contain as a minimum:
 1. The established competitive area.
 2. The established dates all appraisals are to be/ have been frozen.
 3. The date personnel actions are frozen, i.e., reassignments, promotions, hiring, etc.
 4. POC for counseling.
 5. Established date and times for appropriate briefings, etc.
 6. Whether or not voluntary VERA/VSIP RIF's will be accepted.
- d. Screen the manning documents to determine which vacancies will be needed for placement action.
- e. The parties agree to develop an aggressive placement program to include contact with other states, local, Federal activities, local government and private Agency's.
- f. A separate written notice will be given to each affected technician to be RIF'd at least sixty (60) days prior to the effective date of the action. This notice will state specific actions and

known alternatives to be offered to the individual. Specific notices may run concurrent with a general notice.

ARTICLE 22

JOB DESCRIPTION

Section 22-1. Job Description Change: Whenever formal action is initiated locally to significantly modify the job description of any position in the bargaining unit that could result in a grade change, the proposed changed job description will be submitted to the Labor Organization.

Section 22-2. Job Classification Complaints and Appeals: Any technician in the bargaining unit who fears that he/she is performing duties outside the scope of their job description that may affect classification, may request, through the immediate supervisor, that the job description be reviewed. The Agency shall conduct an audit of the technician's duties and responsibilities to determine the proper description. During the audit, The Agency's representative shall discuss the audit with the technician and supervisor. Upon completion of the audit, finding shall be discussed with the technician. If satisfactory solution to the technician's complaint is not reached, the technician may proceed as follows:

(a) If the duties and responsibilities outlined in the job description are not correct in accordance with the position description, the technician may file a grievance under the negotiated grievance procedures to have the position description corrected. If the position description is correct and the classification is not correct, the technician may appeal the classification as follows:

(1) Wage Grade technicians appeal their classification through the Agency or the Office of Personnel Management (OPM) if the Agency's decision is not favorable, it may then be taken to OPM.

(2) General Schedule technicians may appeal their grade through the agency or the Office of Personnel Management (OPM) if the agency's decision is not favorable; it may then be taken to OPM.

Section 22-3. TEMPORARY ASSIGNMENT: A detail is the temporary assignment of a technician to a different position for a specified period. Detailing to positions or work assignments requiring higher or different skills will be based on a valid need as determined by appropriate authority and will be consonant with appropriate regulations, with the technician returning to his/her regular assignment at the conclusion of the detail.

Section 22-4. MANPOWER SHORTAGES: The detail method may be used to meet agency needs occasioned by such factors as abnormal workload, changes in mission or organization, or unanticipated absences, pending authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel replacement actions.

Section 22-5. TEMPORARY PROMOTION: A technician temporarily placed in a higher graded position for more than thirty (30) days will be temporarily promoted and paid commensurate with the promotion provided he/she is qualified for the higher grade. Temporary promotions of one hundred twenty (120) days or more will be based on competitive procedures.

Section 22-6. ROTATION: Whenever possible qualified volunteers for details will be sought and accepted before non-volunteers are assigned. The detail procedure will not become a device to afford some employees an undue opportunity to gain qualifying experience unless the detailed employee was selected through merit promotion procedures.

Section 22-7. PERSONNEL ACTIONS: All details will be reported on the appropriate forms and maintained as a record in the Official Personnel Folder. In turn, the technician will be provided a copy of the SF 50/52 effecting such detail.

Section 22- 8. ADDITIONAL DUTIES: Technicians must also be aware that from time to time, they may be required to perform duties other than those reflected as principle duties.

Consequently, position description contains a statement performs other duties as assigned.

These assignments should be reasonably related to the technician's position and/or qualification. However, a technician may be assigned to unrelated additional duties when this assignment is necessary to appropriately accomplish the mission. Distribution of additional duties will be made among technicians of a particular skill in an equitable manner, as determined by the supervisor to cause the least disruption and the least interruption to the mission. In no case will additional duties be assigned to a technician as punishment.

Section 22- 9. Management will in their best judgment end ensure the assignment of extra duties is done in a fair and equitable manner. Consideration shall be given to excusing an employee from an assigned extra duty if a qualified volunteer is available.

ARTICLE 23

COMPENSATORY TIME

Section 23-1. It is agreed that when an individual technician is required to work four (4) hours or more overtime, following his regularly scheduled eight (8) hour shift, he will, at the completion of two (2) hours of said overtime, be allowed a break.

Section 23-2. The Agency agrees that a concerted effort to give technicians as much notice as feasible when overtime is required and further agrees to give due consideration to technician's personal circumstances subject to the paramount requirement of mission accomplishment. If enough volunteers are not available, then overtime shall be distributed equally among those qualified and working in the position to be filled in an overtime situation.

Section 23-3. Call back overtime work. Irregular or occasional overtime work performed by an technician on a day when work was not scheduled for him or for which he is required to return to his place of employment, is deemed at least two hours in duration for the purpose of compensatory time, whether work is performed or not. Compensatory time for travel shall be in accordance with all applicable travel regulations.

ARTICLE 24
FLEXIBLE WORK SCHEDULE

Section 24-1. Reference 5 CFR Sections 610.

Section 24-2. Authorized Workweek Schedules: The Adjutant General retains the unfettered discretion to change or modify basic workweeks for technicians. The Agency recognizes their responsibility to conduct impact and implementation bargaining, (accommodation and appropriate arrangement), as prescribed by law, with respect to changes in the work schedule. A situation which imposes immediate and unforeseen work requirements, as a result of natural phenomena or mission related circumstances beyond the Agency's reasonable control or ability to participate and is in accordance with 5 CFR 610.121 (a) (1), is excluded from the fourteen (14) day notice requirement.

Section 24-3. To meet mission requirements, management and technician needs will be considered when scheduling work hours. Work schedule changes will be reviewed on an annual basis, or as applicable situations dictate.

Section 24-4. When a technician has three (3) consecutive non-workdays off and a holiday falls on one of these non-workdays, the following rules shall apply in designating the workday as the "in lieu of" holiday:

1. When the holiday falls on the technician's first or second non-workday, the preceding workday shall be designated as the "in lieu of" holiday.
2. When the holiday falls on the third non-workday, the next workday shall be designated as the "in lieu of" holiday.

ARTICLE 25

SUGGESTIONS AND AWARD PROGRAM:

Section 25-1 PURPOSE:

The Tennessee Air National Guard Recognition System is designated to motivate technicians to increase productivity and creativity and to achieve greater efficiency, economy, and improvement of operations. It provides a method for rewarding technicians whose job performance and ideas are substantially above normal job requirements and performance standards, and provides for consideration of performance contributions throughout the Tennessee Air National Guard. The recognition system is supported by all levels of management, and will be administered in a fair, objective, timely and equitable manner.

Section 25-2 AWARD CATEGORIES:

1. CASH AWARDS
2. TIME-OFF AWARDS
3. HONORARY AWARDS
4. INFORMAL RECOGNITION
5. SUGGESTION OR INVENTION
6. SUPERIOR ACCOMPLISHMENT, PRODUCTIVITY GAIN, OR OTHER PERSONAL EFFORT
7. SPECIAL ACTOR SERVICE
8. PERFORMANCE
9. LENGTH OF SERVICE AND RETIREMENT

Section 25-3 NOMINATION:

Any technician having direct knowledge of a special act or service resulting in savings and/or benefits to the Tennessee Air National Guard may recommend awards to the appropriate supervisor for submission in accordance with the guidance provided by TPR 451.

Section 25-4 SUGGESTIONS:

1. The Suggestion Program is an award program by which technicians make suggestions to improve agency operations. The purpose of this program is to promote voluntary involvement and to improve and increase productivity, creativity and to achieve greater efficiency, economy, and improvement of the Tennessee Air National Guard.

2. The Suggestion Program will be administered in accordance with this article and TPR 451.

All suggestions will be forwarded to HRO designee. Suggestions related to Aircraft Maintenance must be introduced to the Maintenance Quality Assurance.

Section 25-5 OTHER METHODS OF RECOGNITION:

Letters of appreciation or commendation may be granted by supervisors for specific instances of above-standard performance or work achievements by an individual technician or team of technicians that warrant special recognition but does not meet the criteria for a special type of award.

ARTICLE 26

STANDBY/ON-CALL STATUS

Time spent on standby duty or in an on-call status.

1. A technician will be considered on duty and time spent on standby duty shall be considered hours of work if:

(a) The technician is restricted to an agency's premises, or so close there to that the technician cannot use the time effectively for his or her own purposes.

(b) The technician although not restricted to the agency's premises.

(c) Is restricted to his or her living quarters or designated post duty.

(d) Have his or her activities substantially limited.

(e) Is required to remain in a state of readiness to perform work.

(f) A technician will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) The technician is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the technician is required to remain within a reasonable callback radius.

(2) The technician is allowed to make arrangements such that any work, which may arise during the on-call period, will be performed by another person.

2. If an technician works outside his/her normal al duty schedule due to being called in the technician will be entitled to compensatory time in accordance with applicable government regulation as of this date. Also, any new regulation that comes into forces a result of statutory changes.

ARTICLE 27

HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL PAN

Section 7-1PURPOSE:

The purpose of this article is to define the situations under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) is paid to technicians employed by the Tennessee Air National Guard. Specific procedures and guidelines are established in 5 CFR Part 532 and 550.

Section 27-2 COVERAGE:

- a. This article applies to all Tennessee Air National Guard technicians.
- b. HDP applies only to General Schedule (GS) technicians.
- c. EDP applies only to Wage Grade technicians.
- d. HDP may not be paid to a technician when the duty has been taken into account the classification of the technician's position unless the circumstances of the specific hazards or physical hardships have changed from those identified in the controlling position description.

Section 27-3 POLICY:

- a. HDP and EDP are additional compensation programs available to technicians for actual exposure to various degrees of hazard, physical hardship, and working conditions of an unusually severe nature. Authorization for these differentials do not eliminate the continuing responsibility of all concerned to initiate positive action to eliminate or reduce danger and risk, which contribute to or cause the hazard, physical hardship or working condition.
- b. The existence of HDP and EDP differentials is not intended to condone work practices, which circumvent Federal safety laws, rules or regulations.

c. When potential hazard or actual exposure is identified in a work condition, first consideration must be given to the protection of the technician. Protective measures, which reduce the hazard to the technician and relieve their exposure, must be made available. The payment of HDP and EDP is a pleasure, which admits that no available means can reasonably be employed to adequately or where appropriate, practically eliminate the hazard or discomfort to reasonably safe levels.

Section 27-4 RESPONSIBILITIES:

a. The technician is required to work within the realm of sound safety and occupational health practices and procedures under their control. In those instances where the application of these practices and procedures cannot effectively eliminate a hazardous situation, the technician must take positive steps to report the situation, and if appropriate initiate a request to establish a HDP/EDP situation. Recommendations will be forwarded through supervisory channels to HRO-CL with a copy to LO.

b. All supervisors and managers must ensure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot adequately alleviate a hazardous situation, the supervisor or manager must take positive steps to report the situation, and if appropriate, initiate a request to establish a HDP/EDP situation. Upon receipt of a request to establish a HDP/EDP situation, the supervisor must examine the request, provide recommendations, and forward the request within ten (10) work days through supervisory channels to the JIRO. Supervisors and managers do not have to approve or disapprove a request to establish a HDP/EDP request.

c. The HRO or designee is responsible for the management of the HDP and EDP programs. HRO or designee shall review and disseminate all appropriate regulations as it relates to this

article. New qualifying situations that arise during the review period will be handled on a case-by-case basis. The HRO or designee and LO representative shall conduct an annual review of the program and approved requests to ensure that they are current and valid.

d. HRO or designee:

1. Management will evaluate the situation and determine if the situation meets the parameters of the appropriate CFR for approval.
2. Upon LO determination of HDP and EDP requests, the HRO-CL will meet with the LO within thirty (30) calendar days to inform the LO of approval or disapproval of the request.

Section 27-5 HAZARDOUS DUTY PAY (HDP):

- a. This section provides details for implementation for HDP for the TNANG IAW 5 CFR, Section 550.991.
- b. This article establishes a schedule of pay differentials for irregular or intermittent duty involving unusual physical hardship or hazard. A technician in the General Schedule (GS) pay system may be eligible for HDP if they are performing hazardous duties or duties involving physical hardship.
- c. Duty involving physical hardship means duty, which may not in itself, be hazardous, but which causes extreme physical discomfort or distress and which is not adequately alleviated by protective or mechanical devices. Situations, which may qualify for HDP, are:
 1. Duty requiring exposure to extreme temperatures when the exposure exceeds the established parameters.
 2. Duty involving arduous physical exertion such as duty that must be performed in cramped conditions.

d. Hazardous duty means duty performed under circumstances in which an accident could result in a serious injury or death.

e. Hazard pay differential means additional pay for performance of hazardous duty or duty involving physical hardship.

f. a. HDP payment IAW 5 CFR 550.991.

b. Payment of the HDP shall be made to the technician not later than the second pay period after approval of the I-1DP situation.

c. The Agency shall discontinue payment of HDP to a technician when:

(1) One or more of the conditions required for such payment ceases to exist;

(2) Safety precautions have reduced the hazard to a less than significant level 4 risk, consistent with generally accepted standards that might be applicable.

such as, those published by the Occupational Safety and Health Administration (OSHA), Department of Labor; or

(3) Protective or mechanical devices have adequately alleviated physical discomfort or stress.

Section 27-6 ENVIRONMENTAL DIFFERENTIAL PAY (EDP):

a. This section provides details for implementation of the Environmental Differential Pay Program for the Tennessee Air National Guard IAW 5 CFR, Chapter 1, Section 532.511.

b. This article identifies the schedule of Environmental Pay Differentials for exposure to various degrees of hazards, physical hardships, and working conditions of an unusual nature applicable to Tennessee air National Guard technicians. Environmental Differential Pay is a applicable only towage grade technician as authorized by 5 CFR, Chapter 1, Section 532.511

and this article. Environmental Differential Pay will be paid in accordance with 5 CFR, Chapter 1, and Section 532.511.

c. 1. Environmental Differentials are paid for those work situations that the technician is exposed to a potentially severe hazard which has a real probability of occurrence and for which no adequate precautions or protective facilities are possible to minimize or practically eliminate physical injury, illness, or death to the worker should the potential of the situation materialize.

2. Environmental situations do not qualify for differential compensation simply can the basis that an element, hazard, or discomfort has been identified in the work; environment. The hazard must involve a real threat with no effective measures available to adequately alleviate the technician from discomfort or threat of injury. Significant actual discomfort, arising from the work situation, must be experienced by the technician with no effective means available to relieve tile discomfort.

3. If no effective measures are available to protect the technician from the effect of the work environment and real injury or serious discomfort is experienced by file worker, appropriate compensation through environmental differential pay must be provided IAW CFR 532.511. However, the essential requirement for the work assignment, which involves potential hazard or serious discomfort, must be determined first. Second, such protection that is available must be applied to reduce the effect of the adverse environmental conditions to whatever minimum is possible. Third, the number of technicians exposed to a potential hazard or sever discomfort should be limited to the absolute minimum necessary to accomplish the work assignment.

d. 1. EDP payment will be made IAW 5 CFR 532.511.

2. Payment of EDP shall be made to the technician no later than tile second pay period

after approval of EDP.

e. 1. Environmental differentials are stated as percentage amounts and are authorized for categories of exposure. The amount of the environmental differential, which is payable, is determined by 5 CFR 532.511

2. Recommendations to establish new requests or to change existing situations must address the conditions and may be. Submitted in the format indicated in Appendix A in this contract.

f. EDP is paid when environmental situation/hazard cannot be practically eliminated.

APPENDIX A

REQUEST FOR HAZARDOUS DUTY OR

ENVIRONMENTAL DIFFERENTIAL PAY FOR Determination

TO:

FROM:

DATE:

The Adjutant General ATTN:

AGTN-HRO-CL Houston Barracks

PO Box 41502 Nashville, TN

37204-1502

The following local work situation is submitted in accordance with the L MA and appropriate rules and regulations for determination of entitlements:

Hazardous Duty Differential

Environmental Pay Differential

1. Is there an identical HDP/EDP work situation at/near the immediate location/work site?

Yes (provide explanation) No

Unknown

2. Is there an identical HDP/EDP work situation elsewhere in Tennessee that you are aware of?

Yes (identify work site/location)

No

Unknown

3. Indicate the classification and grade levels of the technicians performing the work.

4. Indicate the applicable technical instructions covering the work situation.

5. List the applicable safety regulation(s) covering the work situation.

6. Has a safety or environmental health report been prepared for this situation?

Yes (provide copy as attachment:)

No

Unknown

7. What is the approximate length of time the situation is expected to exist?

Months

Years

indefinitely

8. Recommended rate:

9. Officials authorized to certify for- exposure and pay:

10. Provide a detailed description of the severe hazard, physical hardship, or working condition:

11. Provide a detailed explanation of actions taken in an attempt to eliminate the condition:

12. Comments/Remarks (use continuation sheet if required):

ARTICLE 28

LABOR ORGANIZATION ADMINISTRATION

SECTION 28-1 OFFICE SPACE:

1. The Agency will provide the Labor Organization with an office for the State Chairman and space for a filing cabinet for each chapter president at each Base, shall mutually agree on a private space, for the Chapter President, consisting of a filing cabinet, desk and computer to be used for the LO business.
2. Appropriate meeting facilities will be available for Labor Organization meetings. A request for facility use will be submitted in a timely manner, prior to each desired meeting. When space is not available at the requested time, the parties will consult on an alternate location. The Labor Organization will ensure that the facility is left in the condition in which it was received.

SECTION 28-2 OFFICE FURNITURE AND EQUIPMENT:

The labor organization may utilize any serviceable excess equipment and/or furniture. The LO may utilized existing equipment/furniture in their possession.

SECTION 28-3 TELEPHONE:

Telephone service will be provided by the Agency. The Agency agrees to supply approved LO offices the following:

- a) Two (2) dedicated phone line.
- b) One (1) line speaker telephone.
- c) Voice mail, when available

SECTION 28-4 LABOR ORGANIZATION BULLETIN BOARDS:

- a) Existing LO bulletin boards shall be allowed to remain. In large facilities, the LO may request space for additional bulletin boards.
- b) The State Chairman will have access to the local LAN, for an e-mail account, will be provided IAW with applicable rules and regulations.
- c) The establishment of electronic bulletin boards at each base, will be pursued by the Agency and LO for the purpose of exchanging information between technicians, within 120 days.

SECTION 28-5 LABOR ORGANIZATION SIGNS:

- a) The Labor Organization shall be allowed to post a sign outside approved offices.
- b) The signs must conform to building design and standard.

SECTION 28-6 COPIES:

The Agency agrees to allow the Labor Organization limited use of existing copier equipment for mutually exchanged information. The LO will not make copies of any material for mass mailing. The uses of the copier will not interfere with normal business.

ARTICLE 29

DURATION AND CHANGES TO AGREEMENT

Section 29-1. Effective Date: The effective date of this agreement shall be execution by the parties and approval by the Agency.

Section 29-2. Agency Approval:

(a) The Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

(b) If the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Agency and the Labor Organization subject to the provisions of applicable law, rule or regulation.

(c) In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The article(s) or section(s) of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

Section 29-3. Agreement Duration: This agreement will remain in effect for three (3) years from the date of approval by the Agency, or, under provision of PL 95-454, section 7114, (c) (3) whichever is applicable. With an automatic extension of one (1) year if neither party request negotiations. This agreement supersedes the current and previous labor agreement and past practices associated with the previous labor agreement between the TNANG and any Labor Organization.

Section 29-4. Midterm Bargaining:

- (a) Midterm bargaining will be by mutual consent of both parties.
- (b) Ground rules will be established by both parties, if midterm bargaining is agreed upon.

ARTICLE 30

DUES DEDUCTION AND REVOCATION

Section 30-1 WITHHOLDING FORM:

The Standard Form 1187 for dues deduction will be supplied by the Labor Organization and will be available at the Labor Organization office and HRO. The standard form will be used as authorization for payroll deductions for dues.

Section 30-2 PROCESSING:

1. The completed Standard Form 1187 will be given by the Labor Organization to the Civilian Pay Office.
2. The Standard Form 1187 will be completed and certified as to the amount of withholding as established by the National ACT Constitution, and that the member has been advised of the contents of the form. The individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.
3. The Standard Form 1187 may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office.
4. An allotment shall be terminated when the technician leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended; or terminated by an appropriate authority outside DOD; or when the technician has been suspended from the Labor Organization.

a. It is the individual's responsibility to maintain dues payments, if the technician so desires, in order to protect Labor Organization associated insurance or other Labor Organization benefits.

Section 30-3 DUES REVOCATION:

1. The first day of September shall be the annual dues revocation date established by this agreement. The Civilian Pay Office must receive all dues revocation forms not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.
2. A member may voluntarily revoke an allotment for the payment of dues by filling out a SF 1188, "Revocation of Voluntarily Authorization for Allotment of Compensation for Payment of Technician Organization Dues", and submitting it directly to the payroll servicing officer. After receipt of such notice by the payroll-servicing officer, revocation will become effective as of the first full pay period following the first anniversary date of the technician's authorization of dues withholding.

ARTICLE 31

UNIFORMS

Section 31-1. Technicians are required by Federal Statute and applicable regulations to comply with the wear of the military uniform and appearance standards.

Section 31-2. Technicians required to work in extremely dirty environments will be provided PPE IAW OSHA Regulations. Prior to assigning a new technician to a task, which requires PPE, the Agency will provide the required PPE.

Section 31-3. In compliance with the uniform appearance standards, uniforms in need of repair may be exchanged at Base Supply for new uniforms.

Section 31-4. The Agency agrees to provide the prescribed number of uniforms as authorized in AFI 36-3014. The Agency will sew on or affix the following patches to the prescribed number of BDUs IAW AFI 36-3014:

- a. Name tag
- b. US Air Force tape
- c. Stripes (required on both sleeves)
- d. Wing Patch
- e. Command Patch

Section 31-5. The Agency will provide organizational clothing (coverall) to be worn by the Military Technician when the technician is exposed to hazardous chemicals in the performance of technician duties. The Agency will provide cleaning of the coveralls at no expense to the technician.

ARTICLE 32

DAYCARE

1. The parties agree to jointly develop and administer a daycare survey of the members of the Tennessee Air National Guard. The survey will identify the number of children at each base needing daycare.
2. The parties agree to complete the survey within 6 months.
3. The parties agree to reopen the daycare article in 9 months if the survey identifies a need.
4. If the survey does not identify a valid need, the parties agree to resurvey the workforce 24 months from the date of the previous survey.

ARTICLE 33
RIDESHARING

Section 33-1 DEFINITION:

Any mode of travel which eliminates additional POVs on the base.

Section 33-2 PURPOSE:

To conserve energy and relieve parking congestion. The Agency should encourage participation in ride sharing.

Section 33-3 LOCATION:

Designated parking for technicians that participate in the ride-sharing program should be encouraged at base level.

Section 33-4 OVERTIME:

Prior to assigning overtime, consideration should be given, by the Agency to Technicians that ride sharing prior to assignment of such overtime.

ARTICLE 34

MEDICAL SURVEILLANCE PROGRAM

Section 34-1. The Agency and the Labor Organization acknowledge the comprehensive medical surveillance program for the health and well being of the technician and to abide by the established regulations and safety standards.

Section 34-2. The Medical Surveillance Program will be IAW appropriate rules, statutes and regulations for the TN ANG technicians.

Section 34-3. The Medical records are for official use only. They will be released on a need to know basis and/or upon written request from the technician.

ARTICLE 35

LABOR MANGEMENT MEETINGS

1. The Agency agrees to facilitate biannual meetings at one (1) of the four (4) ANG bases. The purpose of these meetings is to discuss conditions of employment and other items of mutual interest relating to the TN ANG Tech Program. These informal meetings are necessary to the establishment of a partnership. The following personnel or designee should attend:
 - a. Installation Commander
 - b. State Chairman of ACT
 - c. Local Chapter President
 - d. HRO
 - e. Labor Relations Specialist
2. The Labor Relations Specialist will act as the facilitator and coordinator of these meetings. Official transcripts or minutes are not necessary, as the intent of these meetings is to establish an informal communication link between all parties represented by this Labor Management Agreement. These meetings are also intended to improve communication between labor and management.

ARTICLE 36
INFORMATION

SECTION 36-1 POLICY: The Agency agrees to make available to the Labor Organization and Technicians OPM, publications such as the Federal Personnel Manual (FPM), FPM Supplements, and Classification standards, if these publications are available in any format. The Agency will provide the Labor Organization with one (1) copy of all current and future agency and activity policy directives, regulations, etc., relating to Labor Organization technicians and their working environment and one (1) copy of all agency and/or activity instructions or reports appropriate to effecting the Labor-Management Relations Program. The Agency agrees to place the Labor Organization on the distribution list for all pertinent Technicians Personnel Regulations and assure that additional policies and directives of the agencies (NGB and OPM) are made available during normal duty hours.

SECTION 36-2. LABOR ORGANIZATION INFORMATION: The Labor Organization agrees to provide the Agency with any pertinent labor/management relations publications and directives that they receive.

SECTION 36-3 TECHNICIAN MANNING DOCUMENT: The Agency agrees to furnish the state chairmans a copy of the alpha roster quarterly.

SECTION 36-4 DISTRIBUTION:

- a. A distribution box will be provided to the state chairman of the Labor Organization.
- b. The Agency agrees to allow the Labor Organization to use internal distribution to perform representational duties.

SECTION 36-5 INFORMATION: Upon written request by the Labor Organization Representative, the Agency shall provide to the Labor Organization information concerning bargaining unit member's conditions of employment, unless disclosure of the requested information is prohibited by federal statute. This request for information, when deemed appropriate, shall be accomplished with a release from the technician, also the agency shall furnish data to the exclusive representative I.A.W. 7114(b)(4)(A)(B)(C).

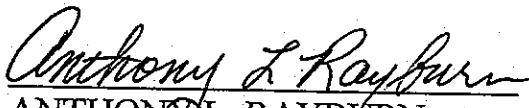
SECTION 36-6 PROCESS: An individual requesting this information must go through his/her immediate supervisor. The local chapter of ACT requesting this information may go directly to the Air Commander of the base or facility. The National Field Representative/state chairman will request information through the HRO with a courtesy copy to the affected facility.

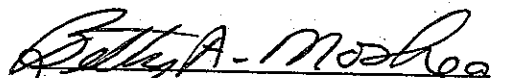
SECTION 36-7 TIME: Agency shall provide this information within a reasonable amount of time.

IN WITNESS WHEREOF, the parties hereto, have executed this agreement
on this 11th day of July 2002.

FOR THE ASSOCIATION OF
CIVILIAN TECHNICANS (ACT)


FOR THE TENNESSEE
AIR NATIONAL GUARD



ANTHONY L. RAYBURN
CHIEF NEGOTIATOR


BETTY A. MOSHEA, COL
CHIEF NEGOTIATOR


JOHN GARNER, STATE CHAIRMAN
MEMBER, NEGOTIATION TEAM

RITA WORKS, COL
MEMBER, NEGOTIATION TEAM


LARRY J. BURNS
MEMBER, NEGOTIATION TEAM

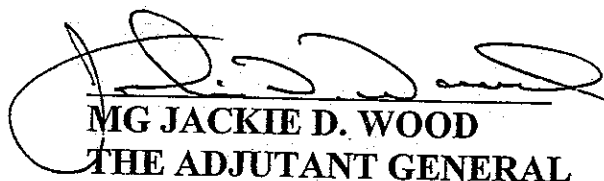

JAMES P. TUGGLE, Lt. COL
MEMBER, NEGOTIATION TEAM

ANTHONY D. COOPER
MEMBER, NEGOTIATION TEAM

MEMBER, NEGOTIATION TEAM

TERRY R. WALKER
MEMBER, NEGOTIATION TEAM

MEMBER, NEGOTIATION TEAM


MG JACKIE D. WOOD
THE ADJUTANT GENERAL

APPROVED:
25 July 02
Effective date of Agreement